

Jasmine L Francis

Plaintiff,

versus

GREAT LAKES EDUCATIONAL LOAN SERVICES INC.,

RICHARD D. GEORGE, in his individual and

corporate capacity,

Defendants.

DOC NO  
REC'D/FILED  
NOV 1 2021 AM 10:17  
PETER OPPEWEER  
CLERK US DIST COURT  
WD OF WI

### **INTRODUCTION**

1. This civil action seeks redress for collection practices that violate the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (the “FDCPA”).
2. This civil action seeks redress for collection practices that violate the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (the “FCRA”).
3. This civil action seeks redress for collection practices that violate the Fair Credit Billing Act, 15 U.S.C. § 1666 et seq. (the “FCBA”).
4. This civil action seeks redress for collection practices that violate the Truth in Lending Act, 15 U.S.C. § 1601 et seq. (the “TILA”).

### **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1640(e), 15 U.S.C. § 1692k, 15 U.S.C. § 1681n, 28 U.S.C. §§ 1331 and 1367. The Court has authority to issue a declaratory judgment by virtue of 28 U.S.C. § 2201.

## **PARTIES**

### **(a) PLAINTIFF**

6. Plaintiff Jasmine Leshae Francis is a natural person, residing at c/o 8000 Creekbend Drive, Apt 519, Houston, TX 7707, Who has no contractual obligation, with defendant Great Lakes Educational Loans Services, INC for personal, family, or household purposes.

### **(b) DEFENDANT**

7. Defendant Great Lakes Educational Loans Services, INC is a business entity with offices at 2401 International Lane, Madison, WI 53704
8. Defendant Richard D. George is an individual and corporate capacity with offices at 2401 International Lane, Madison, WI 53704

## **COMPLAINT**

9. I, plaintiff applied for a student loan through the United States Department of Education in the year 2010. For some time now Great Lakes Educational Loans Services, INC has been harassing me, plaintiff about a debt that is not owed to Great Lakes Educational Loans Services, INC or any person or organization. I the Consumer and plaintiff in this matter don't have a contractual obligation with the defendants. Great Lakes Educational Loans Services, INC is in violation of Federal Law such as the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, the Truth in Lending Act, and the Fair Credit Billing Act. I was unaware that Great Lakes Educational Loan Services, INC was willfully doing business in a fraudulent manner. Upon knowing the truth, I immediately contacted Great Lakes Educational Loans Services, INC with my grievance and served all documents like complaints, Affidavits of Truths, debt verification letters, cease and desist letters, and other documents and letters. I've reached out to the CEO Richard D.

George, but he hasn't bothered my query. I, the Consumer have made multiple attempts to resolve this matter outside the court through negotiation, but I have failed. Therefore, I am writing this complaint to the District Court to hear my grievance against unlawful deceptive practices and save me from the fraudulent acts of Great Lakes Educational Loans Services, INC. According to all the above-said laws Great Lakes Educational Loans Services, INC has violated my Consumer rights.

### FACTS

10. Third-party debt buyers are notorious for attempting to collect on debts that are outside the statute of limitations or otherwise cannot be verified. *See Stratton v. Portfolio Recovery Assocs., LLC*, 770 F.3d 443, 446 (6th Cir. 2014) ("Debt buyers now pay billions of dollars to purchase tens of billions of dollars of consumer debt each year, most of it charged-off credit card debt like Stratton's. Debt buyers usually purchase bad debts in bulk portfolios, often in the form of a spreadsheet, and rarely obtain the underlying documents relating to the debt.") (Citing Fed. Trade Comm'n, *The Structure and Practices of the Debt Buying Industry* at ii-iii)
11. The FDCPA defines a "debt" as "any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment."
12. The FDCPA defines a "debt collector" as "any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another." 15 U.S.C. § 1692a(6) (emphasis added); see *Barbato v. Greystone All., LLC*, Civil Action No. 3:13-

2748, 2017 U.S. Dist. LEXIS 172984 (M.D. Pa. Oct. 19, 2017); *Tepper v. Amos Fin., LLC*, No. 15-cv-5834, 2017 U.S. Dist. LEXIS 127697 \*20-22 (E.D. Pa. Aug. 9, 2017).

13. The FCRA was enacted in 1970 and became effective on April 25, 1971, and has been in force since that date. In 1996, the FCRA was amended extensively by Congress. Among other things, Congress added Section 623 of the Act, which became effective on October 1, 1997.

14. Section 621 of the FCRA, 15 U.S.C. § 1681s, authorizes the Commission to use all of its functions and powers under the FTC Act to enforce compliance with the FCRA by all person's subject thereto except to the extent that enforcement specifically is committed to some other governmental agency, irrespective of whether the person is engaged in commerce or meets any other jurisdictional tests set forth by the FTC Act.

#### **COUNT I: VIOLATIONS OF THE FDCPA**

Great Lakes Educational Loans Services, INC has committed several federal violations against me, a private law abiding Federally Protected Consumer.

15. Violated 15 USC 1692c(a); Communication without prior consent, expressed permission

16. Violated 15 USC 1692c(b); Communication without prior consent, expressed permission

17. Violated 15 USC 1692d; Harass and oppressive use of intercourse about an alleged debt.

18. Violated 15 USC 1692d(1); Attacking my reputation, accusing me of owing an alleged  
Great Lakes Educational Loans Services, INC.

19. Violated 15 USC 1692d(2); Use of obscene or profane language on my report (saying I  
owe Great Lakes Educational Loans Services, INC a debt)

20. Violated 15 USC 1692e; Using false, deceptive or misleading representations

21. Violated 15 USC 1692e(2)(A); False representation of the character and amount of the alleged debt
22. Violated 15 USC 1692e(2)(B); False representation of any service rendered or compensation
23. Violated 15 USC 1692e(8); Communicating false information
24. Violated 15 USC 1692e(9); Use/distribution of communication with authorization or approval
25. Violated 15 USC 1692e(10); False Representation (not a party to alleged debt by my consent)
26. Violated 15 USC 1692e(12); False representation/implication (innocent purchasers for value)
27. Violated 15 USC 1692f; Unfair Practices attempting collect an alleged debt.
28. Violated 15 USC 1692f(1); Attempting to collect a debt unauthorized by an agreement between parties.
29. Violated 15 USC 1692g(a)(4) Certifiable Validation and Verification of alleged debt(s)
30. Violated 15 USC 1692j(a,b); Furnishing certain deceptive forms. (You are not a party in the alleged debt)
31. IDENTITY THIEF; Obtaining personal identification information without prior consent and creating an account in my name without my knowledge.
32. Invasion of Individual and Family Privacy

## **COUNT II: VIOLATIONS OF TILA**

33. Great Lakes Educational Loans Services, INC is conducting business as if they are creditors and have given me so sort of credit, which is false. I don't have any contractual obligation with Great Lakes Educational Loans Services, INC.
34. Great Lakes Educational Loans Services, INC is or should be practicing under the umbrella of the Truth in Lending Act if they are Creditors. This Act prohibits creditors from using deceptive practices. It requires Creditors to disclose certain information such as adequate cost disclosures for the use of personal property for personal, family, or household purposes. The fact is Great Lakes Educational Loans Services, INC has never disclosed who the Original Creditor is or what is the true cost of credit. Great Lakes Educational Loans Services, INC fraudulently, knowingly, and willfully violate the Truth in Lending Act by taking the Act and using it in a way to undermine the plaintiff, a natural person. I, being a natural person have explicit rights. I'm suffering. Due to the non-disclosure of the said information and the violations of TILA I am seeking relief from the Court.
35. Great Lakes Educational Loans Services, INC. has created fraudulent documents to harass and oppress me the plaintiff in believing that I owe Great Lakes Educational Loans Services, INC a debt.

### **COUNT III: VIOLATIONS OF FCRA**

36. Section 623(a) of the FCRA describes the duties of furnishers to provide accurate information to CRAs. Section 623(a)(1)(B) prohibits furnishers from providing information relating to a consumer to any CRA if (i) the person has been notified by the consumer, at the address specified by the person for such notices, that specific information is inaccurate; and (ii) the information is, in fact, inaccurate.

37. In numerous instances, the consumer has contacted Defendants Great Lakes Educational Loans Services, INC and Richard D. George at the address specified by Great Lakes Educational Loans Services, INC to dispute information about them furnished by Great Lakes Educational Loans Services, INC to a CRA and to notify Great Lakes Educational Loans Services, INC that the information is inaccurate.
38. In numerous instances, the same consumer has also provided information such as the consumer's driver's license, social security number, and/or proof of residence as proof that Great Lakes Educational Loans Services, INC is attempting to collect a debt that is not owed to them the Consumer also showed that information about the debt on the consumer's credit report is inaccurate.
39. Despite having proof from the consumer to the contrary, in numerous instances, Defendants Great Lakes Educational Loans Services, INC and Richard D. George continued to furnish information to a CRA relating to a consumer when (a) Great Lakes Educational Loans Services, INC was notified by the consumer at an address specified by Great Lakes Educational Loans Services, INC that specific information was inaccurate and (b) the information, was in fact, inaccurate.
40. The acts and practices alleged in Paragraphs 36-39 constitute violations of Section 623(a)(1)(B) of the FCRA, 15 U.S.C. § 1681s-2(a)(1)(B). Pursuant to Section 621(a)(1) of the FCRA, 15 U.S.C. § 1681s(a)(1), the acts and practices alleged in Paragraphs 36-39 also constitute unfair or deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

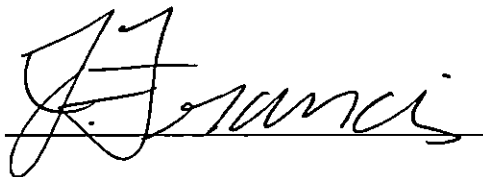
**PRAYER FOR RELIEF**

Wherefore, Plaintiff Jasmine Leshae Francis, demands judgment against the Defendants herein for: That, for violation of the Truth in Lending Act, the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, and Fair Credit Billing Act.

Actual damages; (a) That, for violation of the Fair Debt Collection Practices Act, Statutory damages pursuant to 15 USC § 1692(k); (b )That, for violation of the Fair Credit Reporting, Actual damages 15 USC § 1681 (h)(c) That, for violation of the Truth in Lending Act 15 U.S. Code§ 1640 - Civil liability (ct) That, for violation of the automatic stay alone, compensation, including, but not limited to damages for emotional distress, Punitive damages and (e) Any other relief that the court feels is necessary.

Dated: October 26, 2021

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. Francis', written over a horizontal line.

Jasmine-Leshae: Francis

Plaintiff, In Proper Person

E. JURY DEMAND

- ☐ Jury Demand - I want a jury to hear my case  
OR  
☒ Court Trial – I want a judge to hear my case

Dated this 26 day of October, 2021.

Respectfully Submitted,

\_\_\_\_\_  
Signature of Plaintiff

(832) 996-7388

\_\_\_\_\_  
Plaintiff's Telephone Number

francisjasmine93@gmail.com

\_\_\_\_\_  
Plaintiff's Email Address

c/o 8000 Creekbend Drive Apt 519

Houston, TX 77071

\_\_\_\_\_  
(Mailing Address of Plaintiff)

(If more than one plaintiff, use another piece of paper).

**REQUEST TO PROCEED IN DISTRICT COURT WITHOUT PREPAYING THE FILING FEE**

- ☒ I **DO** request that I be allowed to file this complaint without paying the filing fee. I have completed a request to proceed in the district court without prepaying the fee and attached it to the complaint.
- ☐ I **DO NOT** request that I be allowed to file this complaint without prepaying the filing fee under 28 U.S.C. § 1915, and I have included the full filing fee with this complaint.